



सत्यमेव जयते

# The Gazette of India

PUBLISHED BY AUTHORITY

No. 1] NEW DELHI, SATURDAY, JANUARY 4, 1964 (PAUSA 14, 1885)

## PART IV

### Advertisements and Notices by Private Individuals and Private Bodies

*Notification by Shri Grain, Seeds and Oil Merchants' Chamber Ltd., Latur*

The approval of the Secretary, Forward Markets Commission, under Sub-Section 1 of Section 11 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952), read with Notification No. S.O. 1162, dated the 4th May 1960, has been obtained to the following amendment made to the Bye-laws of Shri Grain Seeds and Oil Merchants' Chamber Ltd., Latur, the same having been previously placed on the Notice Board of the Chamber pursuant to Section 11 of the said Act and Rule 11 of the Forward Contracts (Regulation) Rules, 1954.

#### AMENDMENTS

I. *General*—315. Bye-laws beginning with No. 316 to No. 322 (both inclusive) are additional bye-laws for hedge contracts in Groundnuts-in-shell. All the bye-laws of the Chamber in respect of hedge contract in Groundnut kernels and various forms prescribed *vide* appendices thereto as may be in force at any time and from time to time shall also be applicable to all the matters connected with hedge contracts in Groundnuts-in-shell in so far as those matters are not specifically dealt with in the additional bye-laws for hedge contracts in Groundnuts-in-shell and are not repugnant to the additional bye-laws.

II. *Basis of Contract*—316. (a) The basis of quality of Groundnuts-in-shell (undecorticated) hedge contracts shall be any Bold Variety other than the Karad and Kanpur Bold. The summer crop shall not be tenderable.

(b) In the hedge contracts the qualities tenderable against the basic quality shall be as under :—

- (i) Madras (Coromandel);
- (ii) Khandesh Quality.

(c) The Groundnuts-in-shell tenderable shall be in a thoroughly dry condition and of fair average quality of the season and of the crop of the current year of the contract.

(d) The Board may, with the concurrence of the Forward Markets Commission, add to or delete or alter any qualities tenderable against the basic quality specified in clause (b) above before the commencement of trading for a particular year. No change shall be made therein for that year.

(e) That Board shall fix from time to time difference if any, payable for tendering qualities against the basic quality by any of the parties to the contract prior to the commencement of trading in any contract.

(f) The basis of yield shall be 72.50 per cent of Groundnut kernels *i.e.* for every 100 kilograms of Groundnut-in-shell the yield shall be 72.50 kilograms of Groundnut kernels. If the yield is less than 68 per cent, the goods shall be rejected. In case the yield is above or below the above-mentioned basis but not less than 68 per cent the seller and the buyer shall pay or

receive the differences accordingly. For instance if the yield is 74 per cent, the buyer shall pay to the seller an allowance (premium) of  $1\frac{1}{2}$  per cent of the value of Groundnut Kernels and if the yield is less than 72.50 per cent, the seller shall pay to the buyer a proportionate allowance (discount).

*Illustration*—The premium or discount shall be worked out by multiplying the total price of the goods by the figure of excess or less percentage of yield and dividing the product by the basis percentage and the resultant quotient to be taken up to two decimal points.

In case of delivery of goods of one unit of 100 quintals having yield of 74 per cent of Groundnut kernels *i.e.*  $1\frac{1}{2}$  per cent above the basic yield and the price of Groundnut Bold is Rs. 75/- per 100 Kgs., the price of one unit of 100 quintals *i.e.* 10,000 Kgs. is Rs. 7,500. The premium payable by the buyer to the seller shall be worked out by multiplying 7,500 by  $1\frac{1}{2}$  and dividing the product by 72.50, the resultant quotient will be Rs. 155.17, the remainder being ignored. The buyer shall pay to the seller Rs. 155.17 as premium.

(g) For the purpose of ascertaining yield, the buyer shall draw sample weighting not less than one kilogram and not exceeding two kilograms. The sample of Groundnuts-in-shell shall be weighed for this purpose after removing dust, stones, earth clods and other foreign matter therefrom but not twigs, attached thereto.

III. *Contracts*—317. (a) The months of delivery shall be February, April, June and August.

(b) The unit of quotation shall be 100 Kgs. of Groundnut-in-shell. The unit of trading shall be 100 quintals of Groundnut-in-shell.

(c) Hedge trading in respective deliveries shall commence in the months as indicated below :—

- (i) *Delivery & Months of Commencement*  
February—July of the previous year.  
April—January of the same year.  
June—March of the same year.  
August—May of the same year.

(ii) The Board shall fix the date from which such trading will commence with the prior approval of the Forward Markets Commission.

(iii) The Board may decide to commence hedge trading for any delivery in a month other than is provided in (i) above with the prior approval of the Forward Markets Commission.

(d) The Board may decide to permit hedge trading for delivery month other than what is provided for in Bye-law 317(a) with the prior approval of the Forward Markets Commission.

**IV. Deliveries—318.** (a) Every delivery order shall be issued in a lot of 100 quintals and shall be issued on the 18th day of contract month at the clearing rate fixed for this purpose on 15th day of the contract month. The clearing rate on the 15th day of the contract month will be the last clearing rate and shall also be treated as the Due Date Rate but if 15th and 18th are non-working days, the clearing rate shall be fixed and Delivery Order issued on the preceding working days respectively, provided that no fresh trading would be permitted after the 15th day of the contract month. The Board after taking into account the ready market rates and any other relevant circumstances which they may in their discretion deem fit, shall fix such last clearing rate. On the 18th day of the contract month the outstanding seller shall send into the Clearing House not later than 1 P.M. particulars of his tender in the Clearing-House Delivery Order Forms along with full margin amount as applicable at rates mentioned in Bye-laws No. 306 on his total outstanding business *i.e.* without free limit.

(b) The said delivery orders shall be passed on among the outstanding buyers by the Clearing House Committee. However, if there are not as many delivery orders as the outstanding sales, then the penalty to be received from the members who fail to issue delivery orders shall go to that outstanding buyer whose name is selected by the Clearing House Committee by drawing chits out of lot of all the names of outstanding buyers and then picking the chits from among the lot. However, the receiver of such penalty shall not be entitled to receive the delivery orders.

(c) A buyer shall take delivery of goods before last day of the contract month and in the case of up-country delivery, before 7th day of next month of the relevant contract month. If the buyer or his representative desires to inspect the goods the seller shall show the same either in loose or bagged condition. After the delivery order is issued and passed on to the last buyer, the buyer would arrange to send the empty gunnies and "sutli" (at his own cost) to the place where delivery is to be given within four days of receipt of such delivery order. After receiving gunnies, the seller would keep ready the goods duly weighed in bags sent by the buyer as soon as possible. The Hamali charges incurred for effecting delivery ex-seller's godown would be borne by the seller. However, if pursuant to the advice of the buyer if the seller keeps the goods duly weighed in bags, then the buyer would lift the goods on the same day otherwise the expenses of keeping back the goods under reference in seller's godown shall be borne by the buyer. If the quality of goods to be delivered is substantial, the delivery would be effected at least 300 quintals daily. In any case the delivery should be completed before the prescribed period.

(d) If the goods are delivered at up-country centres, the seller shall pay to the buyer railway freight (from the place of delivery to Latur) at the rate prevailing on the date of issue of the delivery order or lorry charges fixed by the Board whichever is less, and such other expenses as may be fixed by the Board. The Board shall decide the basis of such expenses and lorry charges in preceding month of the month of delivery.

(e) In every case irrespective of refraction allowance, the seller shall give an allowance of three kilos over every quintal of groundnut whole weighed and delivered to the buyer *i.e.* the seller shall weight over to the buyer 103 kilos for every one quintal of groundnut whole.

**V. Bagging—319.** The buyer shall take delivery of the goods in his own gunny bags of uniform size and weight. The weight of the gunnies would first be weighed by the buyer and the weight thereof be informed to the seller who would confirm the same. The total weight of gunnies shall be deducted from the gross weight at the time of ascertaining weight of goods.

**VI. Weighment—320.** Six bags out of every 100 quintals of groundnuts-in-shell selected by the buyer may be weighed and the average weight of one bag shall be fixed on the basis of such weighment and the weight of all the bags shall be determined on the basis of such average weight of one bag. The question of weight must be decided mutually on the spot of delivery itself.

**VII. Refraction—321.** (i) Refraction includes dirt, stone, husk other seeds, any foreign matter, damaged goods and germinated ("Modfut") Groundnuts-in-shell.

(ii) Germination ("Modfut")—1 per cent free. Over one per cent to 25 per cent 18 nP. per every per cent of germinated goods, will be given as allowance to the buyer. Over 25 per cent the buyer shall have option to reject the goods.

(iii) Damaged—One per cent free. Over one per cent to six per cent to be reckoned as half dirt. Over six per cent the buyer shall have option to reject the goods.

(iv) To ascertain Germination ("Modfut") and damage, about 3 kilos of groundnuts-in-shell shall be taken by surveyors out of goods under survey, at random.

(v) Dirt husk, stone and any other foreign matter 3 per cent free. In case of the refraction range between three to ten per cent the proportionate discount shall be deducted from the lot. Over 10 per cent the goods shall be rejected.

(vi) For one kilo of groundnut seeds quarter of a kilo of Bhusa (husk) will be allowed.

In ascertaining refraction, the buyer shall take out any six bags out of every lot of 100 quintals. However, in case the seller arising any objection against selecting any torn out or damaged bag, at the time of taking out sample for ascertaining refraction, the buyer shall not select torn out or damaged bag or bags.

The seller and buyer may mutually agree as to the refraction and quality out of two bags of these six bags. In case of mutual settlement regarding refraction and quality etc. the procedure laid down in Bye-law No. 322 regarding ascertainment of refraction and quality would be followed.

If no mutual settlement takes place, the buyer shall arrange to send to the office of the Chamber, the remaining four bags duly sealed and signed by both, immediately. Then the question of refraction and quality shall be decided by the surveyors out of two bags of the four bags sent by the buyer. If the parties go in appeal against the decision of surveyors, then in appeal the question of refraction and quality shall be decided from among the last remaining two bags of six bags selected by the buyer.

322. At the time of survey the surveyors shall arrange to open two bags out of the above four bags and amass on the ground. The hamal to be called by surveyors then would encircle by his leg thrice on the amassed goods and the other two hamals to be called by surveyors would gather ("gholna") the goods amassed and the hamal who had encircled the goods by his leg would fill in about 3/4 of the amassed goods in the bags and while filling in bags, he may collect any foreign material like stone etc. which may be found only in the course by him by the by and then out of remaining amassed goods separate the groundnuts-in-shell, kernels and any other foreign matter. The dirt, dust stones and any other foreign matter so separated would be weighed and the refraction ascertained.

R. B. KHATOD

Offg. Secretary

Shri Grain, Seeds and Oil Merchants' Chamber Ltd.  
Latur

### LOST

The Government Promissory Notes Nos. BY202897-99 of the 3% Conversion loan of 1946 for Rs. 3,000 originally standing in the name of the Reserve Bank of India and last endorsed to Deodatta Vithal Dhond the Proprietor, by whom they were never endorsed to any other person, having been lost; **NOTICE** is hereby given that the payment of the above Notes and the interest thereupon have been stopped at the Public Debt Office, Reserve Bank of India, Bombay, and that application is about to be made for the issue of Duplicate in favour of the proprietor. The public are cautioned against purchasing or otherwise dealing with the abovementioned securities.

Name of the Advertiser: DEODATTA VITHAL DHOND.

Residence: 175/15, Hindu Colony, Dadar, Bombay-14.

**CHANGE OF NAMES**

"I hitherto known as TRIBHUWAN PRASAD YADAV son of Shri B. N. BHAGAT residing at E-17, Ansari Nagar, New Delhi-16, have changed my name and shall hereafter be known as TRIBHUWAN PRASAD BHAGAT."

TRIBHUWAN P. YADAV

I hitherto known as MANGRU RAM son of Shri BADRI RAM employed as Clerk in the Chief Engineer (P)'s Office N. E. Railway, Gorakhpur have changed my name and shall hereafter be known as MANGAL DEO PRASAD.

MANGRU RAM

Consequent on the marriage Kum. PUSHPA SADASHIV ACHARYA desires to be known and addressed as Smt. MRINALINI SUHAS BAPAT.

Kum. PUSHPA SADASHIV ACHARYA

It is notified that I, Shri ABRAR HUSSAIN son of Shri RAJANI KANTA DAS by caste Hindu, by occupation service in the National Metallurgical Laboratory, village and post office Silda, Dist. Midnapur, have changed by name to Shri RABINDRA NATH DAS with effect from 5th July, 1962.

I hereto known as BHAGUJI GANGARAM son of Shri GANGARAM SAVITRA JADHAV employed as a Mechanical Assistant in India Meteorological Department Workshop, Poona 5 residing at No. II/46, Mukund Nagar C.P.W.D. Colony, Poona 9, have changed my name and shall hereafter be known as BHAGAWANT-RAO GANGARAM JADHAV.

B. G. JADHAV

सर्व सज्जनों को सूचित किया जाता है कि मैंने अपना नाम बुवा लाल से बदल कर लाल चन्द रख लिया है : बुवा लाल व लाल चन्द नं० 1276 डी० ए० पी०

मम० कम्पनी : प्रधान मन्त्री भवन,  
नई दिल्ली ।

बुवा लाल

**MEMBERS VOLUNTARY WINDING UP**

*Pasricha Transport Private Limited, Delhi  
(in Liquidation)*

**Notice Convening Final Meeting**

Notice is hereby given in pursuance of Section 497 that a general meeting of members of the above named Company will be held at 25, Lakshmi Insurance Building, Asaf Ali Road, New Delhi on Wednesday the 29th

day of January, 1964 at 11 A.M. for the purpose of having an account laid before them showing the manner in which the winding up has been conducted and the property of the Company disposed of and of hearing any explanation that may be given by the Liquidator and also of determining by a special resolution of the Company, the manner in which the books, accounts and documents of the Company and of the Liquidator shall be disposed of.

D. R. BHATIA  
Liquidator.

New Delhi.

Form No. 151

**COMPANIES ACT, 1956**

*Creditors Voluntarily Winding up  
Notice of Appointment of Liquidator Pursuant to  
Section 516*

Name of Company : EASTLITE INDUSTRIES PRIVATE LIMITED (IN LIQUIDATION)

Nature of Business : Export Business.

Address of Registered Office : 17A/1—Western Extension Area, Karol Bagh, NEW DELHI 5.

Name & Address of Liquidator : Shri D. R. Bhatia, Chartered Accountant, Lakshmi Insurance Building, Asafali Road, New Delhi.

Date of Appointment : 14-12-1963.

By whom Appointed : Creditors as well as Shareholders.

A. N. SHARMA  
Managing Director  
& Creditor

Dated 18th December, 1963.

**EASTLITE INDUSTRIES PRIVATE LIMITED**

17A/1—W.E.A. New Delhi 5 (In Liquidation)

*In the Matter of Companies Act 1956 and that of  
Eastlite Industries Private Limited (in Liquidation)*

Notice is hereby given pursuant to Section 485 of the Companies Act 1956 that the following resolution was passed of the General Meeting of the Company held on 13th December 1963 and confirmed by the Creditors in their Meeting held on 14th December 1963, at its registered office at 17A/1 Western Extension Area, Karol Bagh, New Delhi 5.

"RESOLVED that the Company be brought into voluntary liquidation and that Shri D. R. Bhatia, Chartered Accountant, Lakshmi Insurance Building, Asafali Road, New Delhi be appointed as its liquidator to wind up its Affairs on a remuneration of Rs. 500/- Exclusive of all Expenses.

By order of the Board  
A. N. SHARMA  
Managing Director.

18th December, 1963.

